

Standard Service Agreement

The Standard Service Agreement (“Service Agreement”) set forth below govern the performance of services (the “Services”) by GenScript USA Inc. and/or its Affiliates (“GenScript”, Affiliates is as defined below) for the above referenced client (“Client”).

1. **General.** GenScript USA Inc. and its subsidiaries and Affiliates (individually and collectively “GenScript”) are providing custom or contract research services in life sciences industry. This Service Agreement and any Project Proposal(s) (and quotations therein), (as defined in Section 3) schedule(s), attachment(s) and exhibit(s) agreed and executed by GenScript and Client shall govern the provision of all custom/contract research services included in a Project Proposal (“Services”) by GenScript to Client provided under the applicable Project Proposal. GenScript and Client are hereby referred to each as a Party or collectively referred to as “Parties”. “Affiliates” shall mean any legal entity controlling, controlled by, or under common control with the party, whether directly or indirectly through one or more intermediaries.

2. **Service Agreement.** Unless acknowledged and signed by GenScript in writing, any additions or alterations by Client shall not bind GenScript. GenScript’s failure to object to any amendments, alterations, additions or proposals contained in any Project Proposal or other form or document from Client shall not be construed as a waiver of the Service Agreement nor an acceptance of any such amendments, alterations, additions or proposals.

3. **Scope of Work.** A detailed scope of work in the form of a project proposal quotation (“Project Proposal”) shall be provided to Client and this Service Agreement shall be attached hereto as Schedule A. The Project Proposal shall specify the details of the work, the design, information desired, data and materials to be provided by Client, required completion time and all other matters relating to the completion of the Project Proposal. The Project Proposal shall refer to this Service Agreement the Parties shall be deemed to assent to the terms of the Service Agreement by executing the Project Proposal.

4. **Changes of Scope/Services.** Changes to the Project Proposal or Services must be agreed upon and authorized by representatives of GenScript and Client in writing. If such changes result in an increase in the cost and labor of the Services or affect the projected date of completion of the Services (or portions thereof), the compensation for the Services and/or completion date(s) shall be adjusted to a degree commensurate with such changes agreed upon by GenScript and Client in writing. Cancellation of Services in progress will result in a partial charge commensurate with the percentage of work completed at the time of cancellation, in addition to any approved expenses beyond recall at the time of termination, which incurred prior to termination, and any other actual costs and charges incurred due to the early termination. GenScript has the right to terminate the Service Agreement without any liability to Client if no agreement could be reached regarding the changes and adjustment of compensation and costs by GenScript and Client in writing.

5. **Compensation and Payments.** Upon receipt of Deliverables (as defined in Section 8.1), Client will promptly review the Deliverables to determine whether they conform substantially to the specifications agreed by GenScript and Client in writing. Acceptance of Deliverables will occur on the earlier of the date:

(a) on which Client indicates in writing to GenScript that the Deliverables are accepted; (b) on which ten (10) business days have passed following submission of the Deliverables for acceptance if within that period Client fails to indicate whether they are accepted. The Client shall pay GenScript for the Services within thirty (30) days from the date of receipt of the invoice(s), or, if applicable, according to the compensation rate and payment schedule as set forth in Project Proposal. Invoices shall be sent to Client electronically upon completion of the Services and delivery of the applicable Deliverable(s) to Client, or, according to the Project Proposal. If Client defaults in any payment when due, (a) interest of 1.5% will be accrued per month of the overdue payment as of the date when such payment is due, and (b) if such payment default is not rectified within thirty (30) days of receiving written notice of the alleged breach or failure, GenScript may, at its option and without prejudice to its other lawful remedies, delay performance or defer delivery. All payments due hereunder shall be made in USD or other currency as agreed by both parties.

6. Taxes and Other Charges. Unless Parties agree in writing, Client will be responsible for any use tax, sales tax, excise tax, custom duty, inspection or testing fee, or any other taxes, fees, duties or charges imposed by any governmental authority, relating to or measured by the transaction, in addition to the prices quoted or invoiced in the Project Proposal, except for any taxes owed for GenScript income which is solely GenScript's obligation. If GenScript is required to pay any such taxes (except for any taxes owed for GenScript income), custom duties, fees or charges, Client shall reimburse GenScript thereof or provide GenScript an exemption certificate or other document acceptable to the authority imposing the taxes, duties, fees, or charges at the time the order is placed.

7. Materials and Information. Client will provide GenScript with sufficient amount of its information and materials such as cells, compounds, samples, or other substances needed to complete the Services ("Client Materials"), as well as comprehensive data or information concerning the stability, storage and safety requirements of such Client Materials needed by GenScript to complete the Services. GenScript will use Client Materials in accordance with the Service Agreement and only in the execution of Services for the benefit of the Client. Unless otherwise requested by the Client, upon completion of the Services any remaining Client Materials will be destroyed. GenScript will not transfer or provide Client Materials, in whole or in part, to any third party, other than a subcontractor, without the Client's prior written approval. Client warrants that it has the appropriate right or license to the Client Materials for the purpose of this Service Agreement, and that GenScript's use of such Client Material for performance of the Service in accordance with this Service Agreement shall not infringe the proprietary rights, including but not limited to the patent or trade secret rights, of any third party.

8. Proprietary Rights.

8.1 Client will own all rights throughout the world to all inventions, discoveries, improvements, ideas, processes, formulations, products, computer programs, works of authorship, databases, trade secrets, know-how, information, data, documentation, reports, research, creations and all other products and/or materials arising from or made in the performance of Services (whether or not patentable or subject to copyright or trade secret protection) (collectively, with all associated intellectual property rights, the "Deliverables"). At Client's costs, GenScript will assign and does assign to Client all right, title and interest in and to all

Deliverables and will promptly disclose to Client all Deliverables. For purposes of the copyright laws of the United States, Deliverables constitute “works made for hire,” except to the extent such Deliverables cannot by law be “works made for hire”. Upon completion of the Services, GenScript will archive materials, data and documentation obtained or generated by GenScript in the course of preparing for and providing Services, including computerized records and files (collectively, the “Records”) for a period of one (1) year. The Records will be disposed and destroyed one (1) year after the completion of Services.

8.2 Notwithstanding the foregoing, GenScript will retain full ownership rights in and to all templates, programs, methodologies, processes, technologies and other materials developed or licensed by GenScript and its Affiliates prior to or apart from performing its obligations under this Agreement and the modifications and improvements thereto (collectively, with all associated intellectual property rights, the “GenScript Property”), regardless of whether such GenScript Property is used in connection with GenScript’s performance of its obligations under this Agreement.

9. Confidentiality.

9.1 **Definition.** “Confidential Information” means any and all non-public scientific, technical, financial or business information, or data in whatever form (written, oral or visual) that is (a) furnished or made available by one party (the “Discloser”) to the other (the “Recipient”) or developed by GenScript in connection with Services; and (b) if Client is the Discloser, such information (i) if in tangible form, is labeled in writing as proprietary or confidential; or (ii) if in oral or visual form, is identified as proprietary or confidential at the time of disclosure or within fifteen (15) days after such disclosure. Confidential Information of Client includes (x) Client Materials, Deliverables and Records; (y) development and marketing plans, regulatory and business strategies, financial information, and forecasts of Client; and (z) all information of third parties that Client has an obligation to keep confidential.

9.2 **Obligations.** During the term of this Agreement and for a period of ten (10) years thereafter (and in the case of trade secrets, until such time as Discloser no longer treats such information as a trade secret), Recipient agrees to (a) hold in confidence all Discloser’s Confidential Information, and not disclose Discloser’s Confidential Information without the prior written consent of Discloser; (b) use Discloser’s Confidential Information solely to carry out Recipient’s rights or obligations under this Agreement; (c) treat Discloser’s Confidential Information with the same degree of care Recipient uses to protect Recipient’s own confidential information but in no event with less than a reasonable degree of care; and (d) reproduce Discloser’s Confidential Information solely to the extent necessary to carry out Recipient’s rights or obligations under this Agreement, with all such reproductions being considered Discloser’s Confidential Information.

9.3 **Permitted Disclosures.** Recipient may provide Discloser’s Confidential Information solely to its employees or contractors (but if Recipient is GenScript, then solely to GenScript Personnel on a need-to-know basis and solely as necessary to carry out Recipient’s rights or obligations under this Agreement; provided, that Recipient remains liable for the compliance of such employees or contractors (or if GenScript is Recipient, the compliance of such GenScript Personnel) with the terms of this Agreement.

9.4 **Exceptions.** Recipient's obligations of non-disclosure and non-use under this Agreement will not apply to any portion of Discloser's Confidential Information that Recipient can demonstrate, by competent proof:

- (i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Recipient;
- (ii) is in Recipient's possession at the time of disclosure other than as a result of Recipient's breach of any legal obligation;
- (iii) becomes known to Recipient on a non-confidential basis through disclosure by sources other than Discloser having the legal right to disclose such Confidential Information; or
- (iv) is independently developed by Recipient without reference to or reliance upon Discloser's Confidential Information.

If Recipient is required by a governmental authority or by order of a court of competent jurisdiction to disclose any Confidential Information, Recipient will give Discloser prompt written notice of such requirement or order and Recipient will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Recipient will cooperate reasonably with Discloser at Discloser's expense in any efforts to seek a protective order.

9.5 Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of the terms of this Agreement. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party, and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or a Statement of Work or the continuation of any such breach, without the necessity of proving actual damages or posting bond.

10. **Breach and Remedy.** Within one (1) month after delivery by GenScript of the Deliverables hereunder, in the event that any Services do not meet the specifications or other performance criteria agreed to by GenScript and Client in writing, then GenScript will, if Client so elects, promptly re-perform such Services within the time limit as agreed by both parties. And the re-performance service costs shall be agreed by GenScript and Client in writing.

11. **Limitation of Liability.**

11.1 **Disclaimer of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, COLLATERAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OR FOR ANY LOST PROFITS OR LOSS OF OPPORTUNITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF THE OTHER PARTY IS NEGLIGENT. Any amounts payable to a third party pursuant to Section 12 shall be considered direct damages for purposes of this Section.

11.2 The foregoing limitations on liability shall not apply to any liabilities resulting from fraud, intentional misconduct, or gross negligence by either party or breach of applicable laws by either party.

12. Indemnification.

12.1 Indemnification by GenScript. GenScript will indemnify, defend and hold harmless Client, its Affiliates, and its and their respective officers, directors, employees and agents (collectively, the “Client Indemnitees”) against any third party claims, including reasonable attorneys’ fees for defending those claims, to the extent such claims arise out of or relate to (a) performance of Services (except to the extent such claims result from Client’s breach of this Agreement or a Client Indemnitee’s negligence or willful misconduct); (b) any GenScript Indemnitee’s negligence or willful misconduct in performing obligations under this Agreement; or (c) GenScript’s breach of this Agreement.

12.2 Indemnification by Client. Client will indemnify, defend and hold harmless GenScript, its Affiliates, and its and their respective officers, directors, employees and agents (collectively, the “GenScript Indemnitees”) against any third party claims, including reasonable attorneys’ fees for defending those claims, to the extent such claims arise out of or relate to (a) the use of the Deliverables by Client or its Affiliates (except to the extent such claims result from GenScript’s breach of this Agreement or a GenScript Indemnitee’s negligence or willful misconduct); (b) any use of the Client Materials by GenScript to perform the Services (c) any Client Indemnitee’s negligence or willful misconduct in performing obligations under this Agreement; or (d) Client’s breach of this Agreement; or (e) Client’s breach of applicable laws and regulations.

12.3 Indemnification Procedures. Each party must notify the other party within thirty (30) days after receipt of any claims made for which the other party might be liable under this Section, as applicable. The indemnifying party will have the sole right to defend, negotiate, and settle such claims. The indemnified party will be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense; provided, however, that the indemnifying party will have final decision-making authority regarding all aspects of the defense of the claim. The indemnified party will provide the indemnifying party with such information and assistance as the indemnifying party may reasonably request, at the expense of the indemnifying party. Neither party will be responsible for or be bound by any settlement of any claim/suit made without its prior written consent; provided, however, that the indemnified party will not unreasonably withhold or delay such consent.

13. Compliance. Client acknowledges and agrees that all Records and Deliverables (as defined in Section 8) resulting from this Agreement are subject to the export control laws and regulations of the United States, potentially including but not limited to the Export Administration Regulations (EAR), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls (OFAC). Client agrees that all exports related to this agreement will be in compliance with these laws and regulations. Client shall not, without prior U.S. government authorization, export, or transfer Records and Deliverables, either directly or indirectly, to any country subject to a comprehensive U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria etc.) or to any person or entity listed on the Entity List or Denied Persons List maintained by the U.S. Department of Commerce or the list of Specifically Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury. Moreover, Client shall not, without proper U.S. government authorization, export, or transfer Records and Deliverables to any resident or national of any country subject

to a comprehensive U.S. trade embargo. In addition, Records and Deliverables may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Client further agrees that this assurance shall remain in effect even after termination of this Agreement.

14. Termination.

14.1 Upon completion of all the Services and obligations under the Project Proposal, the Project Proposal and the Service Agreement shall terminate, unless extended or amended in writing by the Parties.

14.2 Either Party may terminate the Project Proposal and Service Agreement in the event that the other Party breaches or fails to comply with any material provision of the Service Agreement, and fails to remedy the breach or failure to the satisfaction of the non-breaching Party within fifteen (15) days of receiving written notice where the breach or failure is capable of being remedied. In the event of any termination except to the extent due to GenScript's breach of this Agreement, Client will pay GenScript any monies due and owing GenScript, up to the time of termination or expiration, for Services properly performed and all authorized expenses actually incurred.

15. Force Majeure. Except with respect to the obligation to make payment, neither GenScript nor Client shall be responsible for failure or delay in performance of its obligations related to the Services due to causes beyond its reasonable control, including but not limited to, acts of God, governmental actions, fire, labor difficulty, shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of suppliers or subcontractors, or natural disasters.

16. Additional Notes for Customer Services. GenScript provides clients with free consulting services including, but not limited to, design and digital assembly of sequence, choice of vector and cloning site, antigen sequence design, and help on choice of service packages. Client shall acknowledge and agree that these additional services are provided free of charge and are provided for informational purposes only. Client shall acknowledge that GenScript does not warrant or represent the the accuracy or applicability of suggestions provided by GenScript customer service representatives as part of the free consulting services. Client shall agree that it remains Client's responsibility to evaluate such suggestions before adopting them. Finally, by placing an order with GenScript, Client will be deemed to have read, understood, and agreed to the above Service Agreement.

17. Assignment and Delegation. This Service Agreement and Services contemplated hereunder are personal to GenScript and, except as permitted in writing by Client, shall not be assigned, transferred or subcontracted by GenScript. Any assignment, transfer or subcontracting of the Project Proposal and Service Agreement in violation of this Section shall be null and void. Client may assign or transfer its rights and obligations, in whole or in part under the Project Proposal and Service Agreement upon written notice to GenScript, provided that no such assignment or transfer shall relieve Client of its obligations hereunder. This Service Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assignees.

18. Entire Agreement. The Project Proposal and Service Agreement contains the entire agreement between

the Parties relating to the subject matter hereof, and all prior understandings, representations and warranties between the Parties are superseded by the Project Proposal and this Service Agreement. In the event that both Parties have executed a separate Master Services Agreement (hereinafter referred to as “MSA”) or other agreements governing the performance of the Services hereunder, then the separate MSA shall prevail.

19. Governing Law and Dispute Resolution. The Project Proposal and this Service Agreement shall be construed and interpreted in accordance with the laws of New Jersey and all rights and remedies shall be governed by such laws without regard to principles of conflicts of law. The Parties agree to the jurisdiction of the federal and state courts of New Jersey for the purpose of any suit, action or proceeding arising out of this agreement. The parties hereby irrevocably waive any and all defenses to the jurisdiction and venue of the aforesaid courts, including without limitation a motion to dismiss venue and the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.

20. Independent Contractor. Nothing herein shall create any association, partnership, joint venture, fiduciary duty or the relation of principal and agent between the Parties hereto, it being understood that each Party is acting as an independent contractor, and neither Party shall have the authority to bind the other or the other’s representatives in any way.

21. Waivers. Any delay in enforcing a party’s rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party’s rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving party, as applicable.

22. Counterparts. The Project Proposal with this Service Agreement may be executed by facsimile, in PDF by email or other electronic means, and in counterparts, both of which shall be deemed an original and together shall constitute one instrument.